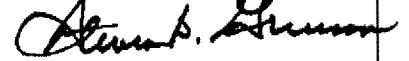


# **EXHIBIT 1**

**Documents filed in  
District Court, Clark County, Nevada  
Case No. A-19-792978-B**

**EXHIBIT 1**

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CASE NO: A-19-792978-C  
Department 9

*Attorneys for Plaintiff Fremont Emergency  
Services (Mandavia), Ltd.*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES  
(MANDAVIA), LTD., a Nevada professional  
corporation,

Case No.:  
Dept. No.:

Plaintiff,

vs.

**COMPLAINT**

**Business Court Requested  
(EDCR 1.61(a)(2)(ii))**

**Exempt From Arbitration: In Excess of  
\$50,000, Declaratory and  
Injunctive Relief Requested**

**Jury Trial Demanded**

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; OXFORD HEALTH PLANS,  
INC., a Delaware corporation; SIERRA  
HEALTH AND LIFE INSURANCE  
COMPANY, INC., a Nevada corporation;  
SIERRA HEALTH-CARE OPTIONS, INC., a  
Nevada corporation; HEALTH PLAN OF  
NEVADA, INC., a Nevada corporation; DOES  
1-10; ROE ENTITIES 11-20,

Defendants.

Plaintiff Fremont Emergency Services (Mandavia), Ltd. ("Fremont" or "Plaintiff") as  
and for its Complaint against defendants United Healthcare Insurance Company ("UHCIC") and  
its affiliates United Health Care Services Inc. dba UnitedHealthcare ("UHC Services"); UMR,  
Inc. dba United Medical Resources ("UMR"); Oxford Benefit Management, Inc. ("Oxford")

1 together with UHC Services and UMR, the “UHC Affiliates” and with UHCIC, the “UH  
2 Parties”); Sierra Health and Life Insurance Company, Inc. (“Sierra Health”); Sierra Health-Care  
3 Options, Inc. (“Sierra Options” and together with Sierra Health, the “Sierra Affiliates”); Health  
4 Plan of Nevada, Inc. (“HPN”) (collectively “United HealthCare”) hereby complains and alleges  
5 as follows:

### 6 NATURE OF THIS ACTION

7 1. This action arises out of a dispute concerning the rate at which United HealthCare  
8 reimburses Fremont for the emergency medicine services it has already provided, and continues  
9 to provide, to patients covered under the health plans underwritten, operated, and/or  
10 administered by United HealthCare (the “Health Plans”) (Health Plan beneficiaries for whom  
11 Fremont performed covered services that were not reimbursed correctly shall be referred to as  
12 “Patients”).<sup>1</sup>

### 13 PARTIES

14 2. Plaintiff Fremont Emergency Services (Mandavia), Ltd. (“Fremont”) is a  
15 professional emergency medicine services group practice that staffs the emergency departments  
16 at ER at Aliante; ER at The Lakes; Mountainview Hospital; Dignity Health – St. Rose  
17 Dominican Hospitals, Rose de Lima Campus; Dignity Health – St. Rose Dominican Hospitals,  
18 San Martin Campus; Dignity Health – St. Rose Dominican Hospitals, Siena Campus; Southern  
19 Hills Hospital and Medical Center; and Sunrise Hospital and Medical Center located throughout  
20 Clark County, Nevada.

21 3. Defendant United HealthCare Insurance Company (“UHCIC”) is a Connecticut  
22 corporation with its principal place of business in Connecticut. UHCIC is responsible for  
23 administering and/or paying for certain emergency medical services at issue in the litigation. On  
24

25  
26 <sup>1</sup> Fremont does not assert any causes of action with respect to any Patient whose health  
27 insurance was issued under Medicare Part C (Medicare Advantage) or is provided under the  
28 Federal Employee Health Benefits Act (FEHBA). Thus, there is no basis to remove this lawsuit  
relating to United HealthCare’s managed Medicaid business.

1 information and belief, United HealthCare Insurance Company is a licensed Nevada health and  
2 life insurance company.

3 4. Defendant United HealthCare Services, Inc. dba UnitedHealthcare (“UHC  
4 Services”) is a Minnesota corporation with its principal place of business in Connecticut and  
5 affiliate of UHCIC. UHC Services is responsible for administering and/or paying for certain  
6 emergency medical services at issue in the litigation. On information and belief, United  
7 HealthCare Services, Inc. is a licensed Nevada health insurance company.

8 5. Defendant UMR, Inc. dba United Medical Resources (“UMR”) is a Delaware  
9 corporation with its principal place of business in Connecticut and affiliate of UHCIC. UMR is  
10 responsible for administering and/or paying for certain emergency medical services at issue in  
11 the litigation. On information and belief, UMR is a licensed Nevada health insurance company.

12 6. Defendant Oxford Health Plans, Inc. (“Oxford”) is a Delaware corporation with  
13 its principal place of business in Connecticut and affiliate of UHCIC. Oxford is responsible for  
14 administering and/or paying for certain emergency medical services at issue in the litigation.

15 7. Defendant Sierra Health and Life Insurance Company, Inc. is a Nevada  
16 corporation and affiliate of UHCIC. Sierra Health is responsible for administering and/or  
17 paying for certain emergency medical services at issue in the litigation. On information and  
18 belief, Sierra Health is a licensed Nevada health insurance company.

19 8. Defendant Sierra Health-Care Options, Inc. (“Sierra Options”) is a Nevada  
20 corporation and affiliate of UHCIC. Sierra Options is responsible for administering and/or  
21 paying for certain emergency medical services at issue in the litigation. On information and  
22 belief, Sierra Options is a licensed Nevada health insurance company.

23 9. Defendant Health Plan of Nevada, Inc. (“HPN”) is a Nevada corporation and  
24 affiliate of UHCIC. HPN is responsible for administering and/or paying for certain emergency  
25 medical services at issue in the litigation. On information and belief, HPN is a licensed Nevada  
26 Health Maintenance Organization (“HMO”).

27 10. There may be other persons or entities, whether individuals, corporations,  
28 associations, or otherwise, who are or may be legally responsible for the acts, omissions,

1 circumstances, happenings, and/or the damages or other relief requested by this Complaint. The  
 2 true names and capacities of Does 1-10 and Roes Entities 11-20 are unknown to Fremont, who  
 3 sues those defendants by such fictitious names. Fremont will seek leave of this Court to amend  
 4 this Complaint to insert the proper names of the defendant Doe and Roe Entities when such  
 5 names and capacities become known to Fremont.

## 6 JURISDICTION AND VENUE

7 11. The amount in controversy exceeds the sum of fifteen thousand dollars  
 8 (\$15,000.00), exclusive of interest, attorneys' fees and costs.

9 12. Venue is proper in Clark County, Nevada pursuant to NRS 13.010(1), NRS  
 10 13.020 and NRS 13.040.

## 11 FACTS COMMON TO ALL CAUSES OF ACTION

### 12 *Fremont Provides Necessary Emergency Care*

13 13. This is an action for damages stemming from United HealthCare's failure to  
 14 properly reimburse Fremont for emergency services provided to members of their Health Plans.

15 14. Fremont is a professional practice group of emergency medicine physicians and  
 16 healthcare providers that provides emergency medicine services 24 hours per day, 7 days per  
 17 week to patients presenting to the emergency departments at hospitals and other facilities in  
 18 Nevada staffed by Fremont. Fremont provides emergency department services at eight hospitals  
 19 located in Clark County, Nevada.

20 15. Fremont and the hospitals whose emergency departments it staffs are obligated  
 21 by both federal and Nevada law to examine any individual visiting the emergency department  
 22 and to provide stabilizing treatment to any such individual with an emergency medical  
 23 condition, regardless of the individual's insurance coverage or ability to pay. *See* Emergency  
 24 Medical Treatment and Active Labor Act (EMTALA), 42 U.S.C. § 1395dd; NRS 439B.410.  
 25 Fremont fulfills this obligation for the hospitals which its staffs. In this role, Fremont's  
 26 physicians provide emergency medicine services to all patients, regardless of insurance coverage  
 27 or ability to pay, including to patients with insurance coverage issued, administered and/or  
 28 underwritten by United HealthCare.

1           16.     Upon information and belief, United HealthCare operates an HMO under NRS  
2 Chapter 695C, and is an insurer under NRS Chapters 679A, 689A (Individual Health Insurance),  
3 689B (Group and Blanket Health Insurance), 689C (Health Insurance for Small Employers) and  
4 695G (Managed Care Organization). United HealthCare provides, either directly or through  
5 arrangements with providers such as hospitals and Fremont, healthcare benefits to its members.

6           17.     There is no written agreement between United HealthCare and Fremont for the  
7 healthcare claims at issue in this litigation; Fremont is therefore designated as “non-  
8 participating” or “out-of-network” for all of the claims at issue in this litigation.  
9 Notwithstanding the lack of a written agreement, an implied-in-fact agreement exists between  
10 the parties.

11           18.     Fremont regularly provides emergency services to United HealthCare’s health  
12 plan members.

13           19.     Relevant to this action, from July 1, 2017 through the present, Fremont has  
14 provided emergency medicine services to United HealthCare’s members as follows: ER at  
15 Aliante (approximately July 2017-present); ER at The Lakes (approximately July 2017-present);  
16 Mountainview Hospital (approximately July 2017-present); Dignity Health – St. Rose  
17 Dominican Hospitals, Rose de Lima Campus (approximately July 2017-October 2018); Dignity  
18 Health – St. Rose Dominican Hospitals, San Martin Campus approximately (July 2017-October  
19 2018); Dignity Health – St. Rose Dominican Hospitals, Siena Campus (approximately July  
20 2017-October 2018); Southern Hills Hospital and Medical Center (approximately July 2017-  
21 present); and Sunrise Hospital and Medical Center (approximately July 2017-present).

22           20.     Beginning on July 1, 2017, the UHC Parties arbitrarily began drastically reducing  
23 the rates at which they paid Fremont for emergency services for some claims, but not others.  
24 The UHC Parties paid some of the claims for emergency services rendered by Fremont at far  
25 below the usual and customary rates, yet paid other substantially identical claims submitted by  
26 Fremont at higher rates.

27           21.     Upon information and belief, among other things, the UH Parties generally pay  
28 lower reimbursement rates for services provided to members of their fully insured plans and

1 authorize payment at higher reimbursement rates for services provided to members of self-  
2 insured plans or those plans under which they provide administrator services only.

3 ***United HealthCare Has Underpaid Fremont for Emergency Services***

4 22. Despite not participating in United HealthCare's "provider network" for the times  
5 identified herein, Fremont has continued to provide emergency medicine treatment, as required  
6 by law, to patients covered by United HealthCare's plans who seek care at the emergency  
7 departments where they provide coverage.

8 23. In emergency situations, patients are likely to go to the nearest hospital for care,  
9 particularly if they are transported by ambulance. Patients facing an emergency situation are  
10 unlikely to have the luxury of determining which hospitals and physicians are in-network under  
11 their health plan. United HealthCare is obligated to reimburse Fremont at the usual and  
12 customary rate for emergency services Fremont provided to its Patients, or alternatively for the  
13 reasonable value of the services provided.

14 24. United HealthCare's members have received a wide variety of emergency  
15 services (in some instances, life-saving services) from Fremont's physicians: treatment of  
16 conditions ranging from cardiac arrest, to broken limbs, to burns, to diabetic ketoacidosis and  
17 shock, to gastric and/or obstetrical distress.

18 25. From July 2017 to the present, Fremont provided treatment for emergency  
19 services to more than 10,800 Patients who were members in United HealthCare's Health Plans.  
20 The total underpayment amount for these related claims is in excess of the jurisdictional  
21 threshold of \$15,000.00 and continues to grow. United HealthCare has likewise failed to  
22 attempt in good faith to effectuate a prompt, fair, and equitable settlement of these claims.

23 26. During this same period, July 2017 to the present, United HealthCare paid some  
24 claims at an appropriate rate and others at a significantly reduced rate which is demonstrative of  
25 an arbitrary and selective program and motive or intent to unjustifiably reduce the overall  
26 amount United Healthcare pays to Fremont. Upon information and belief, United Healthcare  
27 has implemented this program to coerce, influence and leverage business discussions regarding  
28 the potential for Fremont to become a participating provider.







1           36. At all material times, the UH Parties were aware that Fremont was entitled to and  
2 expected to be paid at rates in accordance with the standards established under Nevada law.

3           37. At all material times, the UH Parties have received Fremont's bills for the  
4 emergency medicine services Fremont has provided and continue to provide to UH Parties'  
5 Patients, and the UH Parties have consistently adjudicated and paid, and continue to adjudicate  
6 and pay, Fremont directly for the non-participating claims, albeit at amounts less than usual and  
7 customary.

8           38. Through the parties' conduct and respective undertaking of obligations  
9 concerning emergency medicine services provided by Fremont to the UH Parties' Patients, the  
10 parties implicitly agreed, and Fremont had a reasonable expectation and understanding, that the  
11 UH Parties would reimburse Fremont for non-participating claims at rates in accordance with  
12 the standards acceptable under Nevada law and in accordance with rates the UH Parties pay for  
13 other substantially identical claims also submitted by Fremont.

14           39. Under Nevada common law, including the doctrine of quantum meruit, the UH  
15 Parties, by undertaking responsibility for payment to Fremont for the services rendered to  
16 United HealthCare Patients, impliedly agreed to reimburse Plaintiffs at rates, at a minimum,  
17 equivalent to the reasonable value of the professional emergency medical services provided by  
18 Fremont.

19           40. The UH Parties, by undertaking responsibility for payment to Fremont for the  
20 services rendered to the UH Parties' Patients, impliedly agreed to reimburse Fremont at rates, at  
21 a minimum, equivalent to the usual and customary rate or alternatively for the reasonable value  
22 of the professional emergency medical services provided by Fremont.

23           41. In breach of its implied contract with Fremont, the UH Parties have and continue  
24 to systemically adjudicate the non-participating claims at rates substantially below both the  
25 usual and customary fees in the geographic area and the reasonable value of the professional  
26 emergency medical services provided by Fremont to the UH Parties' Patients.

27           42. Fremont has performed all obligations under its implied contract with the UH  
28 Parties concerning emergency medical services to be performed for Patients.

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1           43. At all material times, all conditions precedent have occurred that were necessary  
2 for the UH Parties to perform their obligations under their implied contract to pay Fremont for  
3 the non-participating claims, at a minimum, based upon the “usual and customary fees in that  
4 locality” or the reasonable value of Fremont’s professional emergency medicine services

5           44. Fremont did not agree that the lower reimbursement rates paid by UH Parties  
6 were reasonable or sufficient to compensate Fremont for the emergency medical services  
7 provided to Patients.

8           45. Fremont has suffered damages in an amount equal to the difference between the  
9 amounts paid by the UH Parties and the usual and customary fees professional emergency  
10 medicine services in the same locality, that remain unpaid by the UH Parties through the date of  
11 trial, plus Fremont’s loss of use of that money; or in an amount equal to the difference between  
12 the amounts paid by the UH Parties and the reasonable value of its professional emergency  
13 medicine services, that remain unpaid by the UH Parties through the date of trial, plus Fremont’s  
14 loss of use of that money.

15           46. As a result of the UH Parties’ breach of the implied contract to pay Fremont for  
16 the non-participating claims at the rates required by Nevada law, Fremont has suffered injury  
17 and is entitled to monetary damages from the UH Parties to compensate it for that injury in an  
18 amount in excess of \$15,000.00, exclusive of interest, costs and attorneys’ fees, the exact  
19 amount of which will be proven at the time of trial.

20           47. Fremont has been forced to retain counsel to prosecute this action and is entitled  
21 to receive their costs and attorneys’ fees incurred herein.

22                           **SECOND CLAIM FOR RELIEF**

23           **(Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing – UH Parties)**

24           48. Fremont incorporates herein by reference the allegations set forth in the  
25 preceding paragraphs as if fully set forth herein.

26           49. Fremont and the UH Parties had a valid implied-in-fact contract as alleged herein.

27           50. A special element of reliance or trust between Fremont and the UH Parties, such  
28 that, the UH Parties were in a superior or entrusted position of knowledge.

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1           51. That Fremont did all or substantially all of its obligations pursuant to the implied-  
2 in-fact contract.

3           52. By paying substantially low rates that did not reasonably compensate Fremont the  
4 usual and customary rate or alternatively for the reasonable value of the services provide, the  
5 UH Parties performed in a manner that was unfaithful to the purpose of the implied-in-fact  
6 contract, or deliberately contravened the intention and sprit of the contract.

7           53. That the UH Parties' conduct was a substantial factor in causing damage to  
8 Fremont.

9           54. As a result of the UH Parties' tortious breach of the implied covenant of good  
10 faith and fair dealing, Fremont has suffered injury and is entitled to monetary damages from the  
11 UH Parties to compensate it for that injury in an amount in excess of \$15,000.00, exclusive of  
12 interest, costs and attorneys' fees, the exact amount of which will be proven at the time of trial.

13           55. The acts and omissions of the UH Parties as alleged herein were attended by  
14 circumstances of malice, oppression and/or fraud, thereby justifying an award of punitive or  
15 exemplary damages in an amount to be proven at trial.

16           56. Fremont has been forced to retain counsel to prosecute this action and is entitled  
17 to receive their costs and attorneys' fees incurred herein.

18                           **THIRD CLAIM FOR RELIEF**

19                           **(Alternative Claim for Unjust Enrichment – UH Parties)**

20           57. Fremont incorporates herein by reference the allegations set forth in the  
21 preceding paragraphs as if fully set forth herein.

22           58. Fremont rendered valuable emergency services to the Patients.

23           59. The UH Parties received the benefit of having their healthcare obligations to their  
24 plan members discharged and their members received the benefit of the emergency care  
25 provided to them by Fremont.

26           60. As insurers or plan administrators, the UH Parties were reasonably notified that  
27 emergency medicine service providers such as Fremont would expect to be paid by the UH  
28 Parties for the emergency services provided to Patients.

1           61. The UH Parties accepted and retained the benefit of the services provided by  
2 Fremont at the request of the members of its Health Plans, knowing that Fremont expected to be  
3 paid a usual and customary fee based on locality, or alternatively for the reasonable value of  
4 services provided, for the medically necessary, covered emergency medicine services it  
5 performed for the UH Parties' Patients.

6           62. The UH Parties have received a benefit from Fremont's provision of services to  
7 its Patients and the resulting discharge of their healthcare obligations owed to their Patients.

8           63. Under the circumstances set forth above, it is unjust and inequitable for the UH  
9 Parties to retain the benefit they received without paying the value of that benefit; i.e., by paying  
10 Fremont at usual and customary rates, or alternatively for the reasonable value of services  
11 provided, for the claims that are the subject of this action and for all emergency medicine  
12 services that Fremont will continue to provide to United HealthCare's members.

13           64. Fremont seeks compensatory damages in an amount which will continue to  
14 accrue through the date of trial as a result of United Healthcare's continuing unjust enrichment.

15           65. As a result of the UH Parties' actions, Fremont has been damaged in an amount  
16 in excess of \$15,000.00, exclusive of interest, costs and attorneys' fees, the exact amount of  
17 which will be proven at the time of trial.

18           66. Fremont sues for the damages caused by the UH Parties' conduct and is entitled  
19 to recover the difference between the amount the UH Parties paid for emergency care Fremont  
20 rendered to its members and the reasonable value of the service that Fremont rendered to the UH  
21 Parties by discharging their obligations to their plan members.

22           67. As a direct result of the UH Parties' acts and omissions complained of herein, it  
23 has been necessary for Fremont to retain legal counsel and others to prosecute its claims.  
24 Fremont is thus entitled to an award of attorneys' fees and costs of suit incurred herein.

#### 25                           **FOURTH CLAIM FOR RELIEF**

#### 26                           **(Violation of NRS 686A.020 and 686A.310 – UH Parties)**

27           68. Fremont incorporates herein by reference the allegations set forth in the  
28 preceding paragraphs as if fully set forth herein.

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69. The Nevada Insurance Code prohibits an insurer from engaging in an unfair settlement practices. NRS 686A.020, 686A.310.

70. One prohibited unfair claim settlement practice is “[f]ailing to effectuate prompt, fair and equitable settlements of claims in which liability of the insurer has become reasonably clear.” NRS 686A.310(1)(e).

71. As detailed above, the UH Parties have failed to comply with NRS 686A.310(1)(e) by failing to pay Fremont’s medical professionals the usual and customary rate for emergency care provided to UH Parties’ members. By failing to pay Fremont’s medical professionals the usual and customary rate the UH Parties have violated NRS 686A.310(1)(e) and committed an unfair settlement practice.

72. Fremont is therefore entitled to recover the difference between the amount the UH Parties paid for emergency care Fremont rendered to their members and the usual and customary rate, plus court costs and attorneys’ fees.

73. Fremont is entitled to damages in an amount in excess of \$15,000.00, exclusive of interest, costs and attorneys’ fees, the exact amount of which will be proven at the time of trial.

74. The UH Parties have acted in bad faith regarding their obligation to pay the usual and customary fee; therefore, Fremont is entitled to recover punitive damages against the UH Parties.

75. As a direct result of the UH Parties’ acts and omissions complained of herein, it has been necessary for Fremont to retain legal counsel and others to prosecute its claims. Fremont is thus entitled to an award of attorneys’ fees and costs of suit incurred herein.

#### **FIFTH CLAIM FOR RELIEF**

##### **(Violations of Nevada Prompt Pay Statutes & Regulations - UH Parties)**

76. Fremont incorporates herein by reference the allegations set forth in the preceding paragraphs as if fully set forth herein.

77. The Nevada Insurance Code requires an HMO, MCO or other health insurer to pay a healthcare provider’s claim within 30 days of receipt of a claim. NRS 683A.0879 (third

party administrator), NRS 689A.410 (Individual Health Insurance), NRS 689B.255 (Group and Blanket Health Insurance), NRS 689C.485 (Health Insurance for Small Employers), NRS 695C.185 (HMO), NAC 686A.675 (all insurers) (collectively, the “NV Prompt Pay Laws”). Thus, for all submitted claims, the UH Parties were obligated to pay Fremont the usual and customary rate within 30 days of receipt of the claim.

78. Despite this obligation, as alleged herein, the UH Parties have failed to reimburse Fremont at the usual and customary rate within 30 days of the submission of the claim. Indeed, the UH Parties failed to reimburse Fremont at the usual and customary rate at all. Because the UH Parties have failed to reimburse Fremont at the usual and customary rate within 30 days of submission of the claims as the Nevada Insurance Code requires, the UH Parties are liable to Fremont for statutory penalties.

79. For all claims payable by plans that the UH Parties insure wherein it failed to pay at the usual and customary fee within 30 days, UH Parties is liable to Fremont for penalties as provided for in the Nevada Insurance Code.

80. Additionally, the UH Parties have violated NV Prompt Pay Laws, by among things, only paying part of the subject claims that have been approved and are fully payable.

81. Fremont seeks penalties payable to it for late-paid and partially paid claims under the NV Prompt Pay Laws.

82. Fremont is entitled to damages in an amount in excess of \$15,000.00 to be determined at trial, including for its loss of the use of the money and its attorneys' fees.

83. Under the Nevada Insurance Code and NV Prompt Pay Laws, Fremont is also entitled to recover its reasonable attorneys' fees and costs.

### SIXTH CLAIM FOR RELIEF

#### (Consumer Fraud & Deceptive Trade Practices Acts – UH Parties)

84. Fremont incorporates herein by reference the allegations set forth in the preceding paragraphs as if fully set forth herein.

85. The Nevada Deceptive Trade Practices Act (DTPA) prohibits the UH Parties from engaging in “deceptive trade practices,” including but not limited to (1) knowingly making

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1 a false representation in a transaction; (2) violating “a state or federal statute or regulation  
 2 relating to the sale or lease of goods or services”; (3) using “coercion, duress or intimidation in a  
 3 transaction”; and (4) knowingly misrepresent the “legal rights, obligations or remedies of a party  
 4 to a transaction.” NRS 598.0915(15), 598.0923(3), 598.0923(4), NRS 598.092(8), respectively.

5 86. The Nevada Consumer Fraud Statute provides that a legal action “may be  
 6 brought by any person who is a victim of consumer fraud.” NRS 41.600(1). “Consumer fraud”  
 7 includes a deceptive trade practice as defined by the DTPA.

8 87. The UH Parties have violated the DTPA and the Consumer Fraud Statute through  
 9 their acts, practices, and omissions described above, including but not limited to (a) wrongfully  
 10 refusing to pay Fremont for the medically necessary, covered emergency services Fremont  
 11 provided to Members in order to gain unfair leverage against Fremont now that they are out-of-  
 12 network and in contract negotiations to potentially become a participating provider under a new  
 13 contract in an effort to force Fremont to accept lower amounts than it is entitled for its services;  
 14 and (b) engaging in systematic efforts to delay adjudication and payment of Fremont’s claims  
 15 for its services provided to UH Parties’ members in violation of their legal obligations

16 88. As a result of the UH Parties’ violations of the DTPA and the Consumer Fraud  
 17 Statute, Fremont is entitled to damages in an amount in excess of \$15,000.00 to be determined at  
 18 trial.

19 89. Due to the willful and knowing engagement in deceptive trade practices, Fremont  
 20 is entitled to recover treble damages and all profits derived from the knowing and willful  
 21 violation.

22 90. As a direct result of UH Parties’ acts and omissions complained of herein, it has  
 23 been necessary for Fremont to retain legal counsel and others to prosecute its claims. Fremont is  
 24 thus entitled to an award of attorneys’ fees and costs of suit incurred herein.

## 25 **SEVENTH CLAIM FOR RELIEF**

### 26 **(Declaratory Judgment – All Defendants)**

27 91. Fremont incorporates herein by reference the allegations set forth in the  
 28 preceding paragraphs as if fully set forth herein.



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1           92.     This is a claim for declaratory judgment and actual damages pursuant to NRS  
2     30.010 *et seq.*

3           93.     As explained above, pursuant to federal and Nevada law, United HealthCare is  
4     required to cover and pay Fremont for the medically necessary, covered emergency medicine  
5     services Fremont has provided and continues to provide to United HealthCare members.

6           94.     Under Nevada law, United HealthCare is required to pay Fremont the usual and  
7     customary rate for that emergency care. Instead of reimbursing Fremont at the usual and  
8     customary rate or for the reasonable value of the professional medical services, United  
9     HealthCare has reimbursed Fremont at reduced rates with no relation to the usual and customary  
10    rate.

11          95.     Beginning in or about July 2017, Fremont became out-of-network with the UH  
12    Parties. Since then, the UH Parties have demonstrated their refusal to timely settle insurance  
13    claims submitted by Fremont and have failed to pay the usual and customary rate based on this  
14    locality in violation of UH Parties' obligations under the Nevada Insurance Code, the parties'  
15    implied-in-fact contract and pursuant to Nevada law of unjust enrichment and quantum merit.

16          96.     Beginning in or about March 2019, Fremont became out-of-network with the  
17    Sierra Affiliates and HPN. Since then, upon information and belief, the Sierra Affiliates and  
18    HPN are failing to timely settle insurance claims submitted by Fremont and to pay the usual and  
19    customary rate based on this locality in violation of the Sierra Affiliates' and HPN's obligations  
20    under the Nevada Insurance Code, the parties' implied-in-fact contract and pursuant to Nevada  
21    law of unjust enrichment and quantum merit.

22          97.     An actual, justiciable controversy therefore exists between the parties regarding  
23    the rate of payment for Fremont's emergency care that is the usual and customary rate that  
24    United HealthCare is obligated to pay.

25          98.     Pursuant to NRS 30.040 and 30.050, Fremont therefore requests a declaration  
26    establishing the usual and customary rates that Fremont is entitled to receive for claims between  
27    July 1, 2017 and trial, as well as a declaration that the UH Parties are required to pay to Fremont  
28    at a usual and customary rate for claims submitted thereafter.

100. As a direct result of United HealthCare's acts and omissions complained of herein, it has been necessary for Fremont to retain legal counsel and others to prosecute its claims. Fremont is thus entitled to an award of attorneys' fees and costs of suit incurred herein.

WHEREFORE, Fremont requests the following relief:

WHEREFORE, Fremont requests the following relief:

...

**JURY DEMAND**

Fremont hereby demands trial by jury on all issues so triable.

DATED this 15th day of April, 2019.

McDONALD CARANO LLP

By: /s/ Pat Lundvall

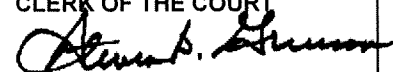
Pat Lundvall (NSBN 3761)  
Kristen T. Gallagher (NSBN 9561)  
Amanda M. Perach (NSBN 12399)  
2300 West Sahara Avenue, Suite 1200  
Las Vegas, Nevada 89102  
Telephone: (702) 873-4100  
Facsimile: (702) 873-9966  
plundvall@mcdonaldcarano.com  
kgallagher@mcdonaldcarano.com  
aperach@mcdonaldcarano.com

*Attorneys for Plaintiff Fremont Emergency  
Services (Mandavia), Ltd.*

4820-6308-4435, v. 4

**McDONALD CARANO**  
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102  
PHONE 702.873.4100 • FAX 702.873.9966

Electronically Filed  
4/15/2019 5:42 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **IAFD**  
PAT LUNDVALL (NSBN 3761)  
2 KRISTEN T. GALLAGHER (NSBN 9561)  
AMANDA M. PERACH (NSBN 12399)  
3 McDONALD CARANO LLP  
2300 West Sahara Avenue, Suite 1200  
4 Las Vegas, Nevada 89102  
Telephone: (702) 873-4100  
5 Facsimile: (702) 873-9966  
plundvall@mcdonaldcarano.com  
6 kgallagher@mcdonaldcarano.com  
aperach@mcdonaldcarano.com

CASE NO: A-19-792978-C  
Department 9

7 *Attorneys for Plaintiff Fremont Emergency*  
8 *Services (Mandavia), Ltd.*

9  
10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 FREMONT EMERGENCY SERVICES  
(MANDAVIA), LTD., a Nevada professional  
13 corporation,

Case No.:  
Dept. No.:

14 Plaintiff,

15 vs.

**INITIAL APPEARANCE FEE  
DISCLOSURE**

**(Business Court)**

16 UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
17 UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
18 corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
19 corporation; OXFORD HEALTH PLANS,  
INC., a Delaware corporation; SIERRA  
20 HEALTH AND LIFE INSURANCE  
COMPANY, INC., a Nevada corporation;  
21 SIERRA HEALTH-CARE OPTIONS, INC.,  
a Nevada corporation; HEALTH PLAN OF  
22 NEVADA, INC., a Nevada corporation;  
DOES 1-10; ROE ENTITIES 11-20,

23 Defendants.  
24  
25  
26  
27  
28

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above entitled action as indicated below:

Fremont Emergency Services (Mandavia), Ltd., Plaintiff	<u>\$1,530.00</u>
TOTAL	\$1,530.00

DATED this 15th day of April, 2019.

McDONALD CARANO LLP

By: /s/ Pat Lundvall

Pat Lundvall (NSBN 3761)  
 Kristen T. Gallagher (NSBN 9561)  
 Amanda M. Perach (NSBN 12399)  
 2300 West Sahara Avenue, Suite 1200  
 Las Vegas, Nevada 89102  
 Telephone: (702) 873-4100  
 Facsimile: (702) 873-9966  
 plundvall@mcdonaldcarano.com  
 kgallagher@mcdonaldcarano.com  
 aperach@mcdonaldcarano.com

*Attorneys for Plaintiff Fremont Emergency Services (Mandavia), Ltd.*

4812-1265-8324, v. 1

**McDONALD CARANO**  
 2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102  
 PHONE 702.873.4100 • FAX 702.873.9966

A-19-792978-B

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**NRS Chapters 78-89**

**COURT MINUTES**

**April 16, 2019**

---

A-19-792978-B      Fremont Emergency Services Mandavia Ltd, Plaintiff(s)  
vs.  
United Healthcare Insurance Company, Defendant(s)

---

**April 16, 2019      03:00 AM      Minute Order**

**HEARD BY:**      Cherry, Michael A.      **COURTROOM:**

**COURT CLERK:** Trujillo, Athena

**RECORDER:**

**REPORTER:**

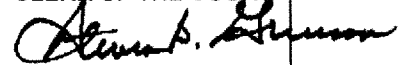
**PARTIES PRESENT:**

**JOURNAL ENTRIES**

No parties present.

This matter came before the Court on April 16, 2019. Having reviewed the pleadings, authorities, and exhibits therein, this Court finds this case would be properly litigated in Specialty Court due to its claims and controversies regarding business matters as defined by E.D.C.R 1.61(a)(1), matters in which the primary claims or issues are based on, or will require decision under N.R.S. Chapters 78-92A. Therefore, pursuant to E.D.C.R. 2.49, the Court ORDERS case A-19-792978-C be sent to Master Calendar for random assignment to an appropriate Business/Specialty Court for determination as to whether the matter should be handled on the specialty docket.

Electronically Filed  
4/16/2019 2:42 PM  
Steven D. Grierson  
CLERK OF THE COURT



DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*

Fremont Emergency Services Mandavia  
Ltd, Plaintiff(s)  
vs.  
United Healthcare Insurance Company,  
Defendant(s)

Case No.: A-19-792978-B

Department 11

**NOTICE OF DEPARTMENT REASSIGNMENT**

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly  
reassigned to Judge Elizabeth Gonzalez.

☒ This reassignment is due to: Minute Order Re: Business Court Designation Dated 04-  
16-19.

ANY TRIAL DATE AND ASSOCIATED TRIAL HEARINGS STAND BUT MAY BE  
RESET BY THE NEW DEPARTMENT.

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE  
FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Salevao Asifoa  
S.L. Asifoa, Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

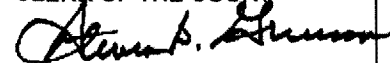
I hereby certify that this 16th day of April, 2019

☒ The foregoing Notice of Department Reassignment was electronically served to all  
registered parties for case number A-19-792978-B.

/s/ Salevao Asifoa  
S.L. Asifoa, Deputy Clerk of the Court



Electronically Filed  
4/17/2019 11:38 AM  
Steven D. Grierson  
CLERK OF THE COURT



**CHLG**  
PAT LUNDVALL (NSBN 3761)  
KRISTEN T. GALLAGHER (NSBN 9561)  
AMANDA M. PERACH (NSBN 12399)  
McDONALD CARANO LLP  
2300 West Sahara Avenue, Suite 1200  
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Telephone: (702) 873-4100  
Facsimile: (702) 873-9966  
plundvall@mcdonaldcarano.com  
kgallagher@mcdonaldcarano.com  
aperach@mcdonaldcarano.com

*Attorneys for Plaintiff Fremont Emergency  
Services (Mandavia), Ltd.*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES  
(MANDAVIA), LTD., a Nevada professional  
corporation,

Plaintiff,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTH CARE SERVICES INC.,  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC., dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; OXFORD HEALTH PLANS,  
INC., a Delaware corporation; SIERRA  
HEALTH AND LIFE INSURANCE  
COMPANY, INC., a Nevada corporation;  
SIERRA HEALTH-CARE OPTIONS, INC.,  
a Nevada corporation; HEALTH PLAN OF  
NEVADA, INC., a Nevada corporation;  
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B  
Dept. No.: 11

**PEREMPTORY CHALLENGE  
OF JUDGE**

Pursuant to Supreme Court Rule 48.1 and EDCR 1.61(d), plaintiff Fremont Emergency Services (Mandavia), Ltd. files a Notice of Peremptory Challenge of Judge in the above-captioned matter. This case has been assigned to Business Court. See Minute Order Re: Business Court

1 Designation dated April 16, 2019.

2 The judge to be challenged is the Honorable Elizabeth Gonzalez.

3 DATED this 17th day of April, 2019.

4 McDONALD CARANO LLP

5 By: /s/ Kristen T. Gallagher

6 Pat Lundvall (NSBN 3761)

7 Kristen T. Gallagher (NSBN 9561)

8 Amanda M. Perach (NSBN 12399)

9 2300 West Sahara Avenue, Suite 1200

10 Las Vegas, Nevada 89102

11 Telephone: (702) 873-4100

12 Facsimile: (702) 873-9966

13 plundvall@mcdonaldcarano.com

14 kgallagher@mcdonaldcarano.com

15 aperach@mcdonaldcarano.com

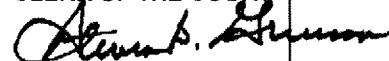
16 *Attorneys for Plaintiff Fremont Emergency*  
17 *Services (Mandavia), Ltd.*

18 4814-5128-7444, v. 1

McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102  
PHONE 702.873.4100 • FAX 702.873.9966

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4/17/2019 2:32 PM  
Steven D. Grierson  
CLERK OF THE COURT



DISTRICT COURT  
CLARK COUNTY, NEVADA  
\* \* \* \*

FREMONT EMERGENCY SERVICES

MANDAVIA LTD, PLAINTIFF(S)

VS.

UNITED HEALTHCARE INSURANCE

COMPANY, DEFENDANT(S)

Case No.: A-19-792978-B

DEPARTMENT 27

**NOTICE OF DEPARTMENT REASSIGNMENT**

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly reassigned to Judge Nancy Allf.

☒ This reassignment follows the filing of a Peremptory Challenge of Judge Elizabeth Gonzalez.

ANY TRIAL DATE AND ASSOCIATED TRIAL HEARINGS STAND BUT MAY BE RESET BY THE NEW DEPARTMENT. PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /S/ Ivonne Hernandez

Ivonne Hernandez,  
Deputy Clerk of the Court

**CERTIFICATE OF SERVICE**

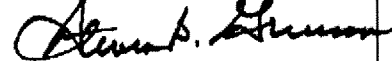
I hereby certify that this 17th day of April, 2019

☒ The foregoing Notice of Department Reassignment was electronically served to all registered parties for case number A-19-792978-B.

/S/ Ivonne Hernandez

Ivonne Hernandez  
Deputy Clerk of the Court

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4/25/2019 3:15 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 PSER

2 PAT LUNDVALL (NSBN 3761)  
3 KRISTEN T. GALLAGHER (NSBN 9561)  
4 AMANDA M. PERACH (NSBN 12399)  
5 McDONALD CARANO LLP  
6 2300 West Sahara Avenue, Suite 1200  
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9 Facsimile: (702) 873-9966  
10 plundvall@mcdonaldcarano.com  
11 kgallagher@mcdonaldcarano.com  
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*  
14 *Services (Mandavia), Ltd.*

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 FREMONT EMERGENCY SERVICES  
12 (MANDAVIA), LTD., a Nevada professional  
13 corporation,

14 Plaintiff,

15 vs.

16 UNITED HEALTHCARE INSURANCE  
17 COMPANY, a Connecticut corporation;  
18 UNITED HEALTHCARE SERVICES INC.  
19 dba UNITEDHEALTHCARE, a Minnesota  
20 corporation; UMR, INC. dba UNITED  
21 MEDICAL RESOURCES, a Delaware  
22 corporation; OXFORD HEALTH PLANS,  
23 INC., a Delaware corporation; SIERRA  
24 HEALTH AND LIFE INSURANCE  
25 COMPANY, INC., a Nevada corporation;  
26 SIERRA HEALTH-CARE OPTIONS, INC.,  
27 a Nevada corporation; HEALTH PLAN OF  
28 NEVADA, INC., a Nevada corporation;  
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B  
Dept. No.: 27

SUMMONS –

UMR, INC. dba UNITED MEDICAL  
RESOURCES

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ  
THE INFORMATION BELOW.

1 **TO THE DEFENDANT(S):**

2 **UMR, INC. dba UNITED MEDICAL RESOURCES**  
 3 **c/o Nevada Division of Insurance**  
 4 **3300 W. Sahara Avenue, Suite 275**  
 5 **Las Vegas, NV 89102**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the  
 7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **31 days** after this Summons is served,  
 9 exclusive of the day of service, you must do the following:
- 10 (a) File with the Clerk of this Court, whose address is shown below, a formal  
 11 written response to the Complaint in accordance with the rules of the Court,  
 12 with the appropriate filing fee.
  - 13 (b) Serve a copy of your response upon the attorney whose name and address  
 14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)  
 16 and failure to so respond will result in a judgment of default against you for the  
 17 relief demanded in the Complaint, which could result in the taking of money or  
 18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so  
 20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,  
 22 board members, commission members and legislators each have 45 days after  
 23 service of this Summons within which to file an Answer or other responsive  
 24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

STEVEN D. GRIERSON  
CLERK OF THE COURT

27 By: /s/ Kristen T. Gallagher  
 28 PAT LUNDVALL (NSBN 3761)  
 KRISTEN T. GALLAGHER (NSBN 9561)  
 AMANDA M. PERACH (NSBN 12399)  
 McDONALD CARANO LLP  
 2300 West Sahara Avenue, Suite 1200  
 Las Vegas, Nevada 89102  
 Telephone: (702) 873-4100  
 Facsimile: (702) 873-9966  
 plundvall@mcdonaldcarano.com  
 kgallagher@mcdonaldcarano.com  
 aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019  
 Deputy Clerk Chaunte Pleasant Date  
 Regional Justice Center  
 200 Lewis Avenue  
 Las Vegas, NV 89101

*Attorneys for Plaintiff Fremont Emergency  
 Services (Mandavia), Ltd.*


**PROOF OF SERVICE**

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

UMR, Inc.  
Attn: Kristin Erickson  
9700 Health Care Ln., MN017-E300  
Minnetonka, MN 55343  
CERTIFIED MAIL NO. 7018 0680 0002 0258 3262

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22<sup>nd</sup> day of April, 2019.

  
RHONDA KELLY  
Employee of the State of Nevada  
Department of Business and Industry  
Division of Insurance

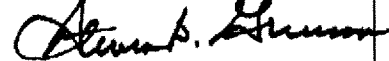
RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A-19-792978-B



State of Nevada, Division of Insurance  
This document is a true and correct copy of the original  
copy of the original

Date: 4/22/19 By: 

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4/25/2019 3:15 PM  
Steven D. Grierson  
CLERK OF THE COURT



PSER  
PAT LUNDVALL (NSBN 3761)  
KRISTEN T. GALLAGHER (NSBN 9561)  
AMANDA M. PERACH (NSBN 12399)  
McDONALD CARANO LLP  
2300 West Sahara Avenue, Suite 1200  
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plundvall@mcdonaldcarano.com  
kgallagher@mcdonaldcarano.com  
aperach@mcdonaldcarano.com

*Attorneys for Plaintiff Fremont Emergency  
Services (Mandavia), Ltd.*

# **DISTRICT COURT**

## **CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES  
(MANDAVIA), LTD., a Nevada professional  
corporation,

Plaintiff,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTHCARE SERVICES INC.  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC. dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; OXFORD HEALTH PLANS,  
INC., a Delaware corporation; SIERRA  
HEALTH AND LIFE INSURANCE  
COMPANY, INC., a Nevada corporation;  
SIERRA HEALTH-CARE OPTIONS, INC.,  
a Nevada corporation; HEALTH PLAN OF  
NEVADA, INC., a Nevada corporation;  
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B  
Dept. No.: 27

### **SUMMONS –**

**UNITED HEALTH CARE SERVICES  
INC. dba UNITEDHEALTHCARE**

### **SUMMONS**

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ  
THE INFORMATION BELOW.**



1 **TO THE DEFENDANT(S):**

2 **UNITED HEALTH CARE SERVICES INC. dba UNITEDHEALTHCARE**  
 3 **c/o Nevada Division of Insurance**  
 4 **3300 W. Sahara Avenue, Suite 275**  
 5 **Las Vegas, NV 89102**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the  
 7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **31 days** after this Summons is served,  
 9 exclusive of the day of service, you must do the following:
- 10 (a) File with the Clerk of this Court, whose address is shown below, a formal  
 11 written response to the Complaint in accordance with the rules of the Court,  
 12 with the appropriate filing fee.
  - 13 (b) Serve a copy of your response upon the attorney whose name and address  
 14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)  
 16 and failure to so respond will result in a judgment of default against you for the  
 17 relief demanded in the Complaint, which could result in the taking of money or  
 18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so  
 20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,  
 22 board members, commission members and legislators each have 45 days after  
 23 service of this Summons within which to file an Answer or other responsive  
 24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

STEVEN D. GRIERSON  
CLERK OF THE COURT

27 By: /s/ Kristen T. Gallagher  
 28 PAT LUNDVALL (NSBN 3761)  
 KRISTEN T. GALLAGHER (NSBN 9561)  
 AMANDA M. PERACH (NSBN 12399)  
 McDONALD CARANO LLP  
 2300 West Sahara Avenue, Suite 1200  
 Las Vegas, Nevada 89102  
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 Facsimile: (702) 873-9966  
 plundvall@mcdonaldcarano.com  
 kgallagher@mcdonaldcarano.com  
 aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019  
 Deputy Clerk Chaunte Pleasant Date  
 Regional Justice Center  
 200 Lewis Avenue  
 Las Vegas, NV 89101

*Attorneys for Plaintiff Fremont Emergency  
 Services (Mandavia), Ltd.*

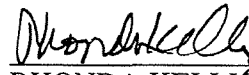
**PROOF OF SERVICE**

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

United Healthcare Services, Inc.  
Attn: Kristin Erickson  
9700 Health Care Ln., MN017-E300  
Minnetonka, MN 55343  
CERTIFIED MAIL NO. 7018 0680 0002 0258 3279

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22<sup>nd</sup> day of April, 2019.



RHONDA KELLY  
Employee of the State of Nevada  
Department of Business and Industry  
Division of Insurance

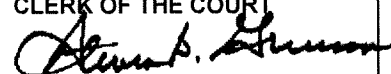
RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A-19-792978-B



State of Nevada - Division of Insurance  
This document or which this certificate  
is stamped is a full, true and correct  
copy of the original

Date: 4/22/19 By: Rhonda Kelly

Electronically Filed  
4/25/2019 3:15 PM  
Steven D. Grierson  
CLERK OF THE COURT



PSER  
PAT LUNDVALL (NSBN 3761)  
KRISTEN T. GALLAGHER (NSBN 9561)  
AMANDA M. PERACH (NSBN 12399)  
McDONALD CARANO LLP  
2300 West Sahara Avenue, Suite 1200  
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Facsimile: (702) 873-9966  
plundvall@mcdonaldcarano.com  
kgallagher@mcdonaldcarano.com  
aperach@mcdonaldcarano.com

*Attorneys for Plaintiff Fremont Emergency  
Services (Mandavia), Ltd.*

# DISTRICT COURT

## CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES  
(MANDAVIA), LTD., a Nevada professional  
corporation,

Plaintiff,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTHCARE SERVICES INC.  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC. dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; OXFORD HEALTH PLANS,  
INC., a Delaware corporation; SIERRA  
HEALTH AND LIFE INSURANCE  
COMPANY, INC., a Nevada corporation;  
SIERRA HEALTH-CARE OPTIONS, INC.,  
a Nevada corporation; HEALTH PLAN OF  
NEVADA, INC., a Nevada corporation;  
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B  
Dept. No.: 27

# SUMMONS –

**UNITED HEALTHCARE INSURANCE  
COMPANY**

## SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ  
THE INFORMATION BELOW.**

1 **TO THE DEFENDANT(S):**2 **UNITED HEALTHCARE INSURANCE COMPANY**3 **c/o Nevada Division of Insurance**4 **3300 W. Sahara Avenue, Suite 275**5 **Las Vegas, NV 89102**6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the  
7 Complaint.8 1. If you intend to defend this lawsuit, within **31 days** after this Summons is served,  
9 exclusive of the day of service, you must do the following:10 (a) File with the Clerk of this Court, whose address is shown below, a formal  
11 written response to the Complaint in accordance with the rules of the Court,  
12 with the appropriate filing fee.13 (b) Serve a copy of your response upon the attorney whose name and address  
14 is shown below.15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)  
16 and failure to so respond will result in a judgment of default against you for the  
17 relief demanded in the Complaint, which could result in the taking of money or  
18 property or other relief requested in the Complaint.19 3. If you intend to seek the advice of an attorney in this matter, you should do so  
20 promptly so that your response may be filed on time.21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,  
22 board members, commission members and legislators each have 45 days after  
23 service of this Summons within which to file an Answer or other responsive  
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

STEVEN D. GRIERSON

CLERK OF THE COURT

27 By: /s/ Kristen T. Gallagher

28 PAT LUNDVALL (NSBN 3761)

KRISTEN T. GALLAGHER (NSBN 9561)

AMANDA M. PERACH (NSBN 12399)

McDONALD CARANO LLP

2300 West Sahara Avenue, Suite 1200

Las Vegas, Nevada 89102

Telephone: (702) 873-4100

Facsimile: (702) 873-9966

plundvall@mcdonaldcarano.com

kgallagher@mcdonaldcarano.com

aperach@mcdonaldcarano.com

27 *Attorneys for Plaintiff Fremont Emergency*  
28 *Services (Mandavia), Ltd.*By: Chaunte Pleasant 4/18/2019

Deputy Clerk Chaunte Pleasant Date

Regional Justice Center

200 Lewis Avenue

Las Vegas, NV 89101

**PROOF OF SERVICE**

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

United Healthcare Insurance Company  
Attn: Kristin Erickson  
185 Asylum St.  
Hartford, CT 06103  
CERTIFIED MAIL NO. 7018 0680 0002 0258 3286

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22<sup>nd</sup> day of April, 2019.



RHONDA KELLY  
Employee of the State of Nevada  
Department of Business and Industry  
Division of Insurance

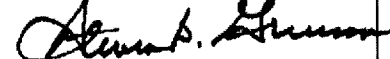
RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A-19-792978-B



State of Nevada - Division of Insurance  
This document on which this certificate  
is stamped is a full, true and correct  
copy of the original

Date: 4/22/19 By: 

Electronically Filed  
4/30/2019 10:59 AM  
Steven D. Grierson  
CLERK OF THE COURT



AOS  
PAT LUNDVALL (NSBN 3761)  
KRISTEN T. GALLAGHER (NSBN  
9561) AMANDA M. PERACH (NSBN  
12399) McDONALD CARANO LLP  
2300 West Sahara Avenue, Suite 1200 Las  
Vegas, Nevada 89102  
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kgallagher@mcdonaldcarano.com  
aperach@mcdonaldcarano.com

*Attorneys for Plaintiff Fremont Emergency  
Services (Mandavia), Ltd.*

# DISTRICT COURT

## CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES  
(MANDAVIA), LTD., a Nevada professional  
corporation,

Plaintiff,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTHCARE SERVICES INC.  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC. dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; OXFORD HEALTH PLANS,  
INC., a Delaware corporation; SIERRA  
HEALTH AND LIFE INSURANCE  
COMPANY, INC., a Nevada corporation;  
SIERRA HEALTH-CARE OPTIONS, INC.,  
a Nevada corporation; HEALTH PLAN OF  
NEVADA, INC., a Nevada corporation;  
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B  
Dept. No.: 27

## SUMMONS –

**HEALTH PLAN OF NEVADA, INC.**

## SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ  
THE INFORMATION BELOW.**

1 **TO THE DEFENDANT(S):**

2 **HEALTH PLAN OF NEVADA, INC.**  
 3 **CT Corporation System-Registered Agent**  
 4 **701 South Carson Street, Suite 200**  
**Carson City, Nevada 89701**

5 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the  
 6 Complaint.

- 7 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served  
 on you, exclusive of the day of service, you must do the following:
- 8 (a) File with the Clerk of this Court, whose address is shown below, a formal  
 9 written response to the Complaint in accordance with the rules of the Court,  
 with the appropriate filing fee.
- 10 (b) Serve a copy of your response upon the attorney whose name and address  
 is shown below.
- 11 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)  
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 13 property or other relief requested in the Complaint.
- 14 3. If you intend to seek the advice of an attorney in this matter, you should do so  
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- 15 4. The State of Nevada, its political subdivisions, agencies, officers, employees,  
 16 board members, commission members and legislators each have 45 days after  
 service of this Summons within which to file an Answer or other responsive  
 17 pleading to the Complaint.

18 Submitted by:

19 McDONALD CARANO LLP

STEVEN D. GRIERSON  
 CLERK OF THE COURT

20 By: /s/ Kristen T. Gallagher  
 PAT LUNDVALL (NSBN 3761)  
 21 KRISTEN T. GALLAGHER (NSBN 9561)  
 AMANDA M. PERACH (NSBN 12399)  
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 plundvall@mcdonaldcarano.com  
 25 kgallagher@mcdonaldcarano.com  
 26 aperach@mcdonaldcarano.com

By: Chante Pleasant 4/18/2019  
 Deputy Clerk Chante Pleasant Date  
 Regional Justice Center  
 200 Lewis Avenue  
 Las Vegas, NV 89101

27 *Attorneys for Plaintiff Fremont Emergency*  
 28 *Services (Mandavia), Ltd.*



STATE OF NEVADA       )  
                                   ) ss.  
 COUNTY OF WASHOE     )

## DECLARATION OF SERVICE

Robert Deale, declares and says: That at all times herein declarant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceedings in which this declaration is made, and is licensed to serve process in Nevada under License #1088. That declarant received 1 copy(ies) of the SUMMONS and COMPLAINT in Case No. A-19-792978-B on the 22nd day of April, 2019 and served the same at 12:35 PM on the 23rd day of April, 2019 by:

(Declarant must complete the appropriate paragraph)

1. delivering and leaving a copy with the defendant \_\_\_\_\_ at \_\_\_\_\_

2. serve the defendant \_\_\_\_\_ by personally delivering and leaving a copy with \_\_\_\_\_, a person of suitable age and discretion residing at the defendant's usual place of abode located at \_\_\_\_\_

(Use paragraph 3 for serve upon agent, completing A or B)

3. serving the defendant HEALTH PLAN OF NEVADA, INC. by personally delivering and leaving a copy at The Corporation Trust Company of Nevada, Registered Agent, 701 S. Carson St, Suite 200, Carson City, Nevada 89701

- a. With Danielle Naki as Admin., an agent lawfully designated by statute to accept service of process;
- b. With \_\_\_\_\_, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

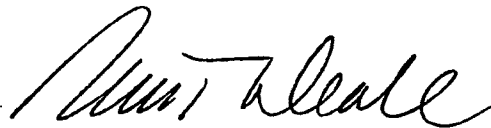
4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

\_\_\_\_\_ ordinary mail  
 \_\_\_\_\_ certified mail, return receipt requested  
 \_\_\_\_\_ registered mail, return receipt requested

addressed to the defendant \_\_\_\_\_ at the defendant's last known address which is \_\_\_\_\_

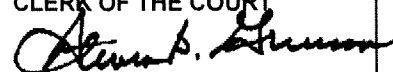
Per NRS 53.045: I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 23, 2019.



Signature of Process Server, Robert Deale

Electronically Filed  
4/30/2019 10:59 AM  
Steven D. Grierson  
CLERK OF THE COURT



AOS  
PAT LUNDVALL (NSBN 3761)  
KRISTEN T. GALLAGHER (NSBN 9561)  
AMANDA M. PERACH (NSBN 12399)  
McDONALD CARANO LLP  
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kgallagher@mcdonaldcarano.com  
aperach@mcdonaldcarano.com

*Attorneys for Plaintiff Fremont Emergency  
Services (Mandavia), Ltd.*

# DISTRICT COURT

## CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES  
(MANDAVIA), LTD., a Nevada professional  
corporation,

Plaintiff,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTHCARE SERVICES INC.  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC. dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; OXFORD HEALTH PLANS,  
INC., a Delaware corporation; SIERRA  
HEALTH AND LIFE INSURANCE  
COMPANY, INC., a Nevada corporation;  
SIERRA HEALTH-CARE OPTIONS, INC.,  
a Nevada corporation; HEALTH PLAN OF  
NEVADA, INC., a Nevada corporation;  
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B  
Dept. No.: 27

## SUMMONS –

**SIERRA HEALTH-CARE OPTIONS,  
INC.**

## SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ  
THE INFORMATION BELOW.**

1 **TO THE DEFENDANT(S):**

2 **SIERRA HEALTH-CARE OPTIONS, INC.**  
 3 **CT Corporation System-Registered Agent**  
 4 **701 South Carson Street, Suite 200**  
**Carson City, Nevada 89701**

5 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the  
 6 Complaint.

- 7 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served  
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18 Submitted by:

19 McDONALD CARANO LLP

STEVEN D. GRIERSON  
 CLERK OF THE COURT

20 By: /s/ Kristen T. Gallagher  
 PAT LUNDVALL (NSBN 3761)  
 21 KRISTEN T. GALLAGHER (NSBN 9561)  
 AMANDA M. PERACH (NSBN 12399)  
 22 McDONALD CARANO LLP  
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 25 kgallagher@mcdonaldcarano.com  
 26 aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019  
 Deputy Clerk Chaunte Pleasant Date  
 Regional Justice Center  
 200 Lewis Avenue  
 Las Vegas, NV 89101

27 *Attorneys for Plaintiff Fremont Emergency*  
 28 *Services (Mandavia), Ltd.*

STATE OF NEVADA )  
 ) ss.  
COUNTY OF WASHOE )

DECLARATION OF SERVICE

Robert Deale, declares and says: That at all times herein declarant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceedings in which this declaration is made, and is licensed to serve process in Nevada under License #1088. That declarant received 1 copy(ies) of the SUMMONS and COMPLAINT in Case No. A-19-792978-B on the 22nd day of April, 2019 and served the same at 12:35 PM on the 23rd day of April, 2019 by:

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(Use paragraph 3 for serve upon agent, completing A or B)

3. serving the defendant SIERRA HEALTH-CARE OPTIONS, INC. by personally delivering and leaving a copy at The Corporation Trust Company of Nevada, Registered Agent, 701 S. Carson St, Suite 200, Carson City, Nevada 89701

a. With Danielle Naki as Admin., an agent lawfully designated by statute to accept service of process;

b. With \_\_\_\_\_, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

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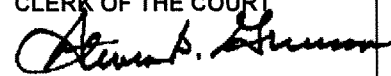
addressed to the defendant \_\_\_\_\_ at the defendant's last known address which is \_\_\_\_\_

Per NRS 53.045: I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 23, 2019.

  
Signature of Process Server, Robert Deale

Electronically Filed  
4/30/2019 10:59 AM  
Steven D. Grierson  
CLERK OF THE COURT



AOS

PAT LUNDVALL (NSBN 3761)  
KRISTEN T. GALLAGHER (NSBN 9561)  
AMANDA M. PERACH (NSBN 12399)  
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aperach@mcdonaldcarano.com

*Attorneys for Plaintiff Fremont Emergency  
Services (Mandavia), Ltd.*

# DISTRICT COURT

## CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES  
(MANDAVIA), LTD., a Nevada professional  
corporation,

Plaintiff,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTHCARE SERVICES INC.  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC. dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; OXFORD HEALTH PLANS,  
INC., a Delaware corporation; SIERRA  
HEALTH AND LIFE INSURANCE  
COMPANY, INC., a Nevada corporation;  
SIERRA HEALTH-CARE OPTIONS, INC.,  
a Nevada corporation; HEALTH PLAN OF  
NEVADA, INC., a Nevada corporation;  
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B  
Dept. No.: 27

## SUMMONS –

**SIERRA HEALTH AND LIFE  
INSURANCE COMPANY, INC.**

## SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ  
THE INFORMATION BELOW.**

1 **TO THE DEFENDANT(S):**

2 **SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.**  
 3 **CT Corporation System-Registered Agent**  
 4 **701 South Carson Street, Suite 200**  
**Carson City, Nevada 89701**

5 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the  
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18 Submitted by:

19 McDONALD CARANO LLP

STEVEN D. GRIERSON  
 CLERK OF THE COURT

20 By: /s/ Kristen T. Gallagher  
 PAT LUNDVALL (NSBN 3761)  
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By: Chaunte Pleasant 4/18/2019  
 Deputy Clerk-Chaunte Pleasant Date  
 Regional Justice Center  
 200 Lewis Avenue  
 Las Vegas, NV 89101

27 *Attorneys for Plaintiff Fremont Emergency*  
 28 *Services (Mandavia), Ltd.*

STATE OF NEVADA       )  
                                   ) ss.  
 COUNTY OF WASHOE     )

## DECLARATION OF SERVICE

Robert Deale, declares and says: That at all times herein declarant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceedings in which this declaration is made, and is licensed to serve process in Nevada under License #1088. That declarant received 1 copy(ies) of the SUMMONS and COMPLAINT in Case No. A-19-792978-B on the 22nd day of April, 2019 and served the same at 12:35 PM on the 23rd day of April, 2019 by:

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- b. With \_\_\_\_\_, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

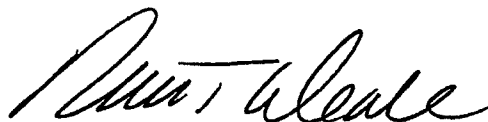
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\_\_\_\_\_ ordinary mail  
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 \_\_\_\_\_ registered mail, return receipt requested

addressed to the defendant \_\_\_\_\_ at the defendant's last known address which is \_\_\_\_\_

Per NRS 53.045: I declare under penalty of perjury that the foregoing is true and correct.

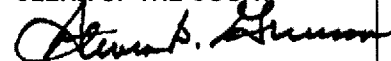
Executed on: April 23, 2019.



Signature of Process Server, Robert Deale



Electronically Filed  
5/6/2019 9:33 AM  
Steven D. Grierson  
CLERK OF THE COURT



AOS  
PAT LUNDVALL (NSBN 3761)  
KRISTEN T. GALLAGHER (NSBN 9561)  
AMANDA M. PERACH (NSBN 12399)  
McDONALD CARANO LLP  
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aperach@mcdonaldcarano.com

*Attorneys for Plaintiff Fremont Emergency  
Services (Mandavia), Ltd.*

# DISTRICT COURT

## CLARK COUNTY, NEVADA

FREMONT EMERGENCY SERVICES  
(MANDAVIA), LTD., a Nevada professional  
corporation,

Plaintiff,

vs.

UNITED HEALTHCARE INSURANCE  
COMPANY, a Connecticut corporation;  
UNITED HEALTHCARE SERVICES INC.  
dba UNITEDHEALTHCARE, a Minnesota  
corporation; UMR, INC. dba UNITED  
MEDICAL RESOURCES, a Delaware  
corporation; OXFORD HEALTH PLANS,  
INC., a Delaware corporation; SIERRA  
HEALTH AND LIFE INSURANCE  
COMPANY, INC., a Nevada corporation;  
SIERRA HEALTH-CARE OPTIONS, INC.,  
a Nevada corporation; HEALTH PLAN OF  
NEVADA, INC., a Nevada corporation;  
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B  
Dept. No.: 27

## SUMMONS –

**OXFORD HEALTH PLANS, INC.**

## SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ  
THE INFORMATION BELOW.**



1 **TO THE DEFENDANT(S):**

2 **OXFORD HEALTH PLANS, INC.**  
 3 **Corporation Trust Center – Registered Agent**  
 4 **1209 Orange Street**  
**Wilmington, Delaware 19801**

5 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the  
 6 Complaint.

- 7 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served  
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- 8 (a) File with the Clerk of this Court, whose address is shown below, a formal  
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18 Submitted by:

19 McDONALD CARANO LLP

STEVEN D. GRIERSON  
 CLERK OF THE COURT

20 By: /s/ Kristen T. Gallagher  
 PAT LUNDVALL (NSBN 3761)  
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By: Chaunte Pleasant 4/18/2019  
 Deputy Clerk Chaunte Pleasant Date  
 Regional Justice Center  
 200 Lewis Avenue  
 Las Vegas, NV 89101

27 *Attorneys for Plaintiff Fremont Emergency*  
 28 *Services (Mandavia), Ltd.*

**AFFIDAVIT OF SERVICE**

**State of Nevada**

**County of Clark**

**District Court**

Case Number: A-19-792978-B

Plaintiff:

**FREMONT EMERGENCY SERVICES (MANDAVIA), LTD., a Nevada professional corporation**

vs.

Defendants:

**UNITED HEALTHCARE INSURANCE COMPANY, a Connecticut corporation; et al.**

Received by Bullet Legal Services on the 19th day of April, 2019 at 10:17 am to be served on **OXFORD HEALTH PLANS, INC., c/o Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. I, DENORRIS BRITT**, being duly sworn, depose and say that on the 25 day of APRIL, 2019 at 1230 p.m., executed service by delivering a true copy of the **SUMMONS and COMPLAINT** in accordance with state statutes in the manner marked below:

☒ **CORPORATION:** By serving AMY MCLAREN as MANAGING AGENT, an agent designated by statute to accept service of process.

☐ **RECORDS CUSTODIAN:** By serving \_\_\_\_\_ as \_\_\_\_\_, an agent designated by statute to accept service of process.

☐ **PUBLIC AGENCY:** By serving \_\_\_\_\_ as \_\_\_\_\_ of the within-named agency.

☐ **OTHER SERVICE:** As described in the Comment below by serving \_\_\_\_\_ as \_\_\_\_\_, who stated they were authorized to accept.

☐ **NON SERVICE:** For the reasons detailed in the Comments below.

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Age 40 Sex ☒ F Race WHITE Height 5'5 Weight 130 Hair BROWN Glasses N

